



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

other circumstances in determining whether a position was an employment or an office. *State Tax Commission v. Harrington*, *supra*; *Reising v. Portland*, 57 Ore. 295; *Bankers Surety Co. v. Newport*, 162 Ky. 473. In the same way the duty to take an oath has been considered in some late cases, *Blynn v. Pontiac*, *supra*; but the fact that an employee does take an oath will not make him an officer. *Scully v. U. S.*, *supra*; *Jones v. Battle Creek*, 193 Mich. 1. It might perhaps be urged that the city manager in the principal case was not an officer, from the foregoing case, since he could be removed at any time by the commission. However duration of term was held not essential in *Blynn v. Pontiac*, *supra*, although it has been considered with other circumstances in holding a position an employment and not an office. *Cross v. Fisher*, 132 Tenn. 31; *Bilger v. State*, 63 Wash. 457; *Jones v. Botkin*, 92 Kan. 242; *People v. Ry. Co.*, 267 Ill. 142. However the main difficulty is in failing to distinguish between a duration of an office, as such, and the duration of the term of the incumbent. The former seems to be necessary and the latter not.

RESTRAINT OF TRADE—SHERMAN ACT—CONTRACTS AFFECTING THE RESALE PRICE.—Defendant was a manufacturer of pneumatic tire valves, gauges, etc. It required all dealers purchasing from it to contract in writing not to resell below stated prices. On this account it was indicted for engaging in a combination rendered criminal by the Sherman Act. The District Court sustained a demurrer. Held, demurrer should have been overruled. *United States v. A. Schrader's Sons, Inc.*, — Sup. Ct. Rep. —.

The court distinguishes this case from *United States v. Colgate & Co.*, 250 U. S. 300, on the ground that the Colgate Company was not charged with making contracts restricting the resale price, but only with refusing to sell to dealers who would not adhere to the resale prices fixed by the company. A dictum in *Eastern States, etc. Ass'n. v. United States*, 234 U. S. 600, accords with the decision of the *Colgate case*. The decision of the principal case is consistent with the Supreme Court's holding in civil suits, that systematic attempts to control resale or use of a chattel by its owner are invalid, even though the chattel is made according to a secret process. *Dr. Miles Medical Co. v. John D. Park & Son*, 230 U. S. 303, or embodies an invention protected by patent, *Boston Store v. American Gramophone Co.*, 246 U. S. 8; *Straus v. Victor Talking Machine Co.*, 243 U. S. 490. For a discussion of these subjects and other cases see 15 MICH. L. REV. 581; 16 MICH. L. REV. 127-129. That it is not an infraction of the Sherman Act for a patentee systematically and by written contracts to restrict the acts of a lessee of chattels, although such restrictions affect interstate commerce, see, *United States v. United Shoe Machinery Co.*, 247 U. S. 32; *United States v. Winslow*, 227 U. S. 202.

SALES—TRADING WITH THE ENEMY—EFFECT OF WAR UPON CONTRACT FOR SALE OF GERMAN WAR BONDS.—Prior to our entrance into the war with Germany, plaintiff and defendant, both "citizens, or, at least, residents of the United States," entered into a contract for the purchase and sale of 10,000